Annexure VIII
K/C - 6

BENGALURU SOLID WASTE MANAGEMENT LIMITED

REQUEST FOR PROPOSAL DOCUMENT

Only through Karnataka Procurement Portal

Providing Project Management Consultancy Services Including Quality Control & Construction Supervision for Operation and Maintenance of existing scientific Landfill sites (Mittaganahalli, Kannuru) Rejuvenation and Water quality Improvements of Lakes, Scientific Closure of completed landfill sites in Mahadevapura Zone.

OFFICE OF THE DEPUTY GENERAL MANAGER,
30/1, 1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 002

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SECTION 1: INVITATION FOR TENDERS (IFT)

BENGALURU SOLID WASTE MANAGEMENT LIMITED

No:
General Manager-02

Office of the Deputy

30/1, 1st Floor,
UNI Building Thimmaiah Road, Vasanth Nagar,
BENGALURU -52.

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification-Two Cover Tender)

Through **GOK e–Procurement Portal** only

Tenders on item rate basis are invited by the undersigned for the works mentioned below from the registered contractors of Bruhat Bangalore Mahanagara Palike or equivalent registration with CPWD/KPWD/Railways/MES or any State Government Organizations.

The Tender Document can be downloaded from the GOK e-Procurement Website **(http://kppp.karnataka.gov.in)** on payment of prescribed fee noted against each item of work (non refundable) in the form of e-Payment through e-Procurement Platform. The Tenderer should accompany a copy of the Registration Certificate valid upto the year of 2025 and shall be submitted through e-Procurement Portal. (Standard Tender Bid Document).

Sl. No	Name of the Work	Estimate cost of work (Rs. in Lakhs)	EMD (in Lakhs)
1	**Providing Project Management Consultancy Services Including Quality Control (Third party) & Construction Supervision for Operation and Maintenance of existing scientific Landfill sites (Mittaganahalli, Kannuru) Rejuvenation and Water quality Improvements of Lakes, Scientific Closure of completed landfill sites in Mahadevapura Zone**	**48.00**	**Rs.1,00,000/- through e-payment**

NOTE:

1. Tenders must be submitted online through e-procurement portal on or before **16.00 hours on 21/01/2025.**

Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of The Deputy General Manager-02, BSWML, Bangalore-52, on **22/01/2025 at 16.30 hours**.

2. No Joint Venture is permissible. The validity of tender is 180 days from the date of opening of tender.

Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in

For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in or contact e-Procurement Helpdesk.

3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.

4. All the information required for Bids must be filled and submitted online only.

5. Further details of the work can be obtained in office of The Deputy General Manager-02-, BSWML, Bangalore, on all working days between 10.00 A.M. & 5.00 p.m.

(Sd/-)
The Deputy General Manager-02
Bangalore Solid Waste
Management limited.

Copy to:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer, BSWML /Special Commissioner, SWM, BBMP for kind information.
4. Chief Operational Officer BSWML, for kind information.
5. Chief Financial officer BSWML /CAO, BBMP for kind information.
6. CE (SWM)/Chief Engineer & Chief General Manager(Tech) BSWML, BBMP for kind information
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy

The Deputy General Manager-02
Bangalore Solid Waste
Management limited.

SECTION 1. LETTER OF INVITATION

Dear [Name of the Consultant]
[Location and date]

1. The Deputy General Manager, BSWML invites Proposals to provide the following Consulting Services: FOR THE CONSULTANCY ASSIGNMENT **"Providing Project Management Consultancy Services Including Quality Control (Third party) & Construction Supervision for Operation and Maintenance of existing scientific Landfill sites (Mittaganahalli, Kannuru) Rejuvenation and Water quality Improvements of Lakes, Scientific Closure of completed landfill sites in Mahadevapura Zone."**

More details on the Services are provided in the attached Terms of Reference.

2. The RFP has been addressed to the following shortlisted consultants:

1.
2.
3.
4.
5.
6.

} Through tender notification

3. The Consultant will be selected under **Least Cost Selection (LCS)** procedures described in this RFP.

4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract.

5. Please inform us, upon receipt:

- That you received the letter of invitation; and
- Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

The Deputy General Manager-02,
BSWML.

SECTION 2. INFORMATION TO CONSULTANTS
1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.2 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the

Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: **"Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked**, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee (The technical evaluation committee constitute separately)appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated.

Qualification Criteria

a) The firm must have experience of at least 10 Years in the field of civil engineering consultancy in preparation of DPR, providing design, project management and Consulting services for State/Central Government and their undertaking agencies

b) Achieved at least a minimum annual Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 500.00 Lakhs in any one financial Year from the last three Financial Years (i.e.,2021-22, 2022-23, 2023-24) and not less than 150.00 Lakhs in the Last Five Financial Years (i.e., 2019-20, 2020-21, 2021-22, 2022-23, 2023-24). In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal.

c) A statement indicating the net worth of Rs. 100.00 Lakhs. The Consultant duly certified by a chartered Accountant shall also be enclosed with the tender.

d) The Consultancy Firm/Company should have successfully completed minimum of 3 DPR Package Works (Each Package Comprised of Minimum 15Lakes or more) for cost not less than Rs.48.00 Crores in each package as Prime consultant in similar Lake Developmental Works in Past 3 years in Karnataka state only. In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer. The client mandates that consultant should also have knowledge of preparing DPR for water bodies since the project is phrased wise.

e) The Consultancy Firm/Company should have Past Experience & Exposure in carrying out Project Management and Quality Auditing/ Third Party Inspection work of at least 4 (Four) Tank Development Package Works (each Package Consisting of Minimum 3 Lakes) for a Project Cost Not Less Than 10.00 Crores in the last 3 Years. (i.e., from 2020-21 to 2023-24). In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer.

f) The Consultancy Firm/Company should have Past Experience in Project Management and Quality Auditing/ Third Party Inspection work of at least 3 (Three) Tank Development Works for a Project Cost Not Less Than 15.00 Crores in the last 3 Years. (i.e., from 2020-21 to 2023-24). in Karnataka state only. In support of this, the Consultant shall furnish Certificates duly certified by the Competent Authority of Rank not below the Executive Engineer.

g) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction supervision of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment

h) The consultants are advised to visit the lake sites and study the site conditions and the same should be certified by the concerned engineer in charge of the work before submission of their Proposal, or else the proposals will not be considered for evaluation.

i) Consultants Must Have A Fully Equipped OWN NABL CERTIFIED LABORATORY, certified and accredited as per NABL ISO/IEC 17027: 2017. MOU or JV with Labs Will not be considered for evaluation.

j) Consultants Must Have A valid ISO certificate as consultancy services provider as per ISO 9001:2015.

k) Consultant should be provided with insurance against the risks. Shall be specified by providing ESIC Certificate & EPF Certificate.

l) Consultant should provide with latest Valid GST certificate should be submitted as proof.

m) Consultant should have Established Office locally and Proof of certificate should be submitted.

n) Joint Tenders are not allowed. The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.

o) Past experience and Quality of services of tenderer will be considered for evaluation and will be rejected if found bad record

p) Employer can reject any tenderer or cancel any tender without assigning any reason.

The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the

case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: The Deputy General Manager , BSWML.

The method of selection is: LCS (Least Cost Basis Selection)

1.2 A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are: Agreement to start the work, Supervision of work, Quality Monitoring/ Preparation of Bill of Quantities, Project evaluation, Third party Inspection up to the completion of work.

1.3 The Assignment is phased: Yes
* Supervision of work,
* Quality Monitoring,
* Certification of Bills,

1.4 A pre-proposal conference will be held: No
The name(s), address(es), and telephone/numbers of the Client's Official(s) are:

OFFICE OF THE DEPUTY GENERAL MANAGER,
30/1, 1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 002.

1.5 The Client will provide the following inputs: The description of the works proposed to be assigned jurisdiction of works, assignment requirement expected of the Consultants.

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to 10 days before the submission date.
The address for requesting clarifications is:

OFFICE OF THE DEPUTY GENERAL MANAGER,
30/1, 1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 002.

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant: No

(ii) The estimated number of key professional staff months required for the assignment is: Upto completion of the Projects (It is expected

that work should be completed within 12 months however due to field conditions, climatic conditions or unforeseen condition if the assignment period is extended beyond 12 months. The consultants must be in a position to carry out the assignment till completion of work without charging any extra fees.)

(v) The minimum required points assigned for proposed key professional staff is:

Position	No of staff	Years of experience	Specific Expertise
A:Project Manager	1 No's	10	Civil/ Mechanical, Tender processing, works execution, Quality Monitoring & Post-project evaluation
B: For Quality Monitoring			
i) Key Professional Staff			
a) Team Lead cum senior Engineer.	1 No's	8	Quality Monitoring of Civil / Mechanical Works
b) Quantity Surveyor	2 No's	5	Quality Monitoring of Civil / Mechanical Works
c) Site Engineer .	2 No's	3	Quality Monitoring of Civil / Mechanical Works
ii) Supporting Staff			
d) QC Asst.-	1 No's	3	Quality Monitoring of Civil / Mechanical Works
e) Computer Operator	1 No's	2	Microsoft Excel, word & PowerPoint presentation with good typing skills
f) Attender.	1 No's	1	Good Skill

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 (vii) Training is an important feature of this Assignment: No

(viii) Additional Information in the Technical Proposal includes: None

3.1 Proposals must remain valid 180 days after the submission date
0

4.3 Consultants must submit an original and Two additional copies of each proposal.

4.4 The proposal submission address is: Through e-procurement only @ https://kppp.karnataka.gov.in

The information on the outer envelope should also include: Address of the Consultant & Name of the Assignment

4.5 Proposals must be submitted not later than the following date and time: As Per KPPP Portal

5.1 The address to send information to the Client is:

OFFICE OF THE DEPUTY GENERAL MANAGER,
30/1, 1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 002.

5.3 The number of points to be given under each of the evaluation criteria are:

Points :

(i) **Specific experience** of the consultants related to the Assignment of **3 DPR Package Works (Each Package Comprised of Minimum 15Lakes or more) for cost not less than Rs.48.00 Crores** with Specified Eligibility Criteria - 2**0** Points.

a) Experience in Lake Development Works - 3 years (20)
b) Experience in Lake Development Works - 2 years (10)
c) Experience in Lake Development Works - 1 years (5)

(ii) **Specific experience** of the consultants related to the Assignment of **Providing Project Management/Quality Supervision Services at least 4 (Four) Tank Development Package Works (each Package Consisting of Minimum 3 Lakes) for a Project Cost Not Less Than 10.00 Crores in the last 3 Years.**
Specified Eligibility Criteria -
- 2**0 Points.**

a) Experience in Lake Development Works - 3 years (20)
b) Experience in Lake Development Works - 2 years (10)
c) Experience in Lake Development Works - 1 years (5)

(iii) **Specific experience** of the consultants related to the Assignment of **Providing Project Management/Quality Supervision Services at least 3 (Three) Tank Development Works for a Project Cost Not Less Than 15.00 Crores in the last 3 Years.** with
Specified Eligibility Criteria -
- 2**0 Points**.

a) Experience in Lake Development Works - 10 years (30)
b) Experience in Lake Development Works - 5-10 years (15)
c) Experience in Lake Development Works - 0-5 years (10)

(iv) Adequacy in responding to the TOR and Registration document - **40 Points.**

a) Firm Registration Certificate Issued by Registrar of Companies / Establishment Certificate issued by Dept. of Labour. (10)
b) Own Lab Accredited as per NABL ISO/IEC 17025:2017. (10)
c) Management Systems certified as per ISO 9001: 2015. (10)

d) GST Registration Certificate, ESI & EPF Registration (10)

TOTAL (A) : 100

Points

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

Points:

(i)General qualifications 30

a) B E, Experienced as per specified Criteria. (30)
b) B E, Fresher (25)
c) Diploma, Experienced (20)

(ii)Adequacy for the project 60

a) Experience in Lake Development Works -10 years (60)
b) Experience in Lake Development Works -05 years (40)
c) Experience in Lake Development Works -01 years (20)

(iii)Experience in region & language 10

Total Points (B): 100

The minimum technical score required to Qualify is Average of **(A+B) : 75 Points**

7.1 The address for negotiations is:

OFFICE OF THE DEPUTY GENERAL MANAGER,
30/1, 1st Floor, UNI Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru – 560 002.

7.2 The Assignment is expected to commence at Bangalore.

7.3 The List of the Lakes is as stipulated below.

SL.NO	NAME OF LAKE & AREA OF THE LAKE
1	CHIKKABANAHALLI LAKE (37 A 09 G)
2	KANNAMANGALA LAKE (17 A 23 G)
3	CHINNAGENAHALLI LAKE (16 A 09 G)
4	KATAMNALLURU LAKE (13 A 24 G)
5	KONADASAPURA LAKE (08 A 2 G)
6	CHEEMASANDRA LAKE (26 A 20 G)
7	NIMBEKAIPURA LAKE (18 A 27 G)
8	BENDIGANAHALLI (LAGHUMENAHALLI) LAKE (16 A 28 G)

9	BOMMANAHALLI LAKE (17 A 37 G)
10	JYOTHIPURA CROSS LAKE (15 A 00 G)
11	GUNDURU LAKE (25 A 22 G)
12	BYAPPANAHALLI LAKE (31 A 10 G)
13	BIDARAHALLI LAKE (96 A 26 G)
14	KADA AGRAHARA LAKE (4 A 11.2 G)
15	KITTAGANNURU LAKE (26 A 18 G)

Yours Sincerely,

Sd/-

The Deputy General Manager,

BSWML

Bangalore.

21. ADDITONAL INSTRUCTIONS:

1. Conditional Tender Will not be accepted.

2. Mode of Payment (After receipt of inspection report and payment of each running account bill.)

3. Consultants has to execute an agreement on a Stamp Paper worth Rs. 500/- agreeing to following Conditions.

i. Deductions shall be made from the remuneration of the consultant on account of penalty due to delay in submission of reports.

ii. The Deputy General Manager or subordinates of BSWML, Bangalore, Shall be the representatives of the Authority to deal with Consultants in day to day work and instructions given by them in writing shall be valid and has to be honored by the Consultant.

iii. **The Scope of Work of the Consultants includes the following**

a. **Site Inspection**
b. **Total Station survey**
c. **Inspection/Supervision of works and certification of quality and quantity.**
d. **Preparation of Bill of Quantities**
e. **Collection of Samples/testing of materials and recommendation to rectify the errors/defects noticed with respect to materials and actual execution.**
f. **Coordinating fortnightly meeting to discuss the progress and other problems with the contractors and BSWML authorities.**

iv. **If the Consultant Considers any** item of work is substandard of unacceptable he shall inform the BSWML in writing providing full justification there off with all necessary supporting data and also recommend measures to be taken up to set right the defects noticed.

v. The consultant to respect the works on substantial completion before payment of final bill and take care to intimate to the BSWML any outstanding work to be carried by the Contractor.

4. The Consultants has to assist the BSWML during review of progress with the contractor indicating short fall and corrective measure needed if any.

5. The Consultant shall issue interim quality and quantity certificates for progressive payment to the contractors and certify completion of parts or the totality of the works.

6. The Consultant undertakes to carry out the assignment in accordance with the highest standard of profession and ethical competence and integrity, having due regards to the nature and purpose of the assignment and to ensure that the staff assigned to perform the services under this agreement, will conduct themselves in a manner consistent herewith

7. In the event of any dispute regarding the nature and execution and satisfactory completion of work and the payments between the consultant and BSWML the matter shall be referred to The Deputy General Manager**, BSWML,** who would resolve the issues in consultation with consultant and decision which will be binding on the consultant. Further any disputes with respect to this tender will have to be settled within the Jurisdictional courts of BANGALORE.

8. After completion of the work, the final bill of the work shall be prepared by the contractor and consultant has to check the quality, quantity and a final certificate regarding the satisfactory completion of all items of work and the quality of work executed has to be submitted to the BSWML, before final payment to the

Contractor. After necessary approvals got from competent authorities and final payment to the contractor, consultant will receive his final dues.

9. The BSWML shall perform all other tasks not specifically mentioned above but which are necessary and essential for successful completion of the works and supervise and control all construction activities in accordance with the terms reference.

10. The BSWML has to provide the required documents pertaining to the works.

11. If any doubt arises regarding the quality test conducted by the consultant, the BSWML has liberty to get re-tests done by any other Government Authority/Engineering College and for lapses on the part of consultants will result if forfeiting Payments to consultant in respect of such inspection reports by the BSWML, BANGALORE

12. The Deputy General Manager, BSWML, BANGALORE has full liberty to terminate the services of the consultants at any point of time with one month advance notice, if the services are not found satisfactory. The BSWML is not bound to give any reasons for such termination.

13. If the Agency is required to impart technical knowhow required for the execution of work, the same shall be done without any extra cost for the works included in the subjected tenders.

14. Since many of the works start simultaneously, consultant has to deploy sufficient staff (to mentioned for each package) for better output of the work, if not BSWML, BANGALORE has powers to penalize the consultant for the less staff that prescribed in the technical bid.

15. The technical supervision of work is the responsibility of the consultant to ensure the quality and quantity in conformity with the standards and Specification prescribed in schedule-B and as like sanctioned Estimate.

16. The consultant has to submit the as built up drawings after completion of the work.

TECHNICAL BIDS:

Covering Letter of Consultant

Appendix A

(On the letter Head of the Consultant)

No:

To,

The Deputy General Manager,
BSWML, BANGALORE,

Sir,

Subject: .....

.....

.....

.....

.....

Ref: Your notification No:.....

dated .....

****

With reference to the above tender notification, I/We herewith submitting my lowest offers for Providing Consultancy Services as

Providing Project Management Consultancy Services Including Quality Control & Construction Supervision for Operation and Maintenance of existing scientific Landfill sites (Mittaganahalli, Kannuru) Rejuvenation and Water quality Improvements of Lakes, Scientific Closure of completed landfill sites in Mahadevapura Zone

The entire documents below are submitted in duplicates for kind references. Please accept my/our proposal and oblige.

Thanking You,

1. **Technical & Commercial qualification Proofs**
1. **Qualification Submission as follows.**
   a. **Covering letter in the format set out in Appendix A**
   b. **Details of the Consultant in the format set out in Appendix B**
   c. **Technical bid as per format set out in Appendix C (Form C-1 to C-6)**
3. **Financial Offer in the format set out in Appendix D**

Yours Faithfully

Signature of Authorised Person

Name of the Authorised Person

Date----------

Appendix B

Details of Consultant
(On the letter Head of the Consultant)

1. a) Name of Consultant

b) Address of Office(s)

c) Date of incorporation and/or commencement of business

2. Brief description of the Consultant's main lines of business

3. Details of individual(s) who will serve as the point of contact/ communications for The Deputy General Manager, BSWML with the Consultant.

a) Name
b) Designation
c) Company/Firm(It most be registered under particular act (GOI/GOK)
d) The firm must have Pan card, GST certificate and last two years Income tax return having annual turnover minimum Rs.500.00 lakhs per year, in any one financial year from the last Three years (i.e., from 2020-21 to 2023-24) and,
e) Must have experience in the similar Consultancy Assignment in last 3 years.
f) Address
g) Telephone Number
h) E-mail address
i) Fax number
j) Mobile number

4. Name, Designation, address and phone numbers of authorized signatory of the Consultant

a) Name
b) Designation
c) Company/Firm
d) Address
e) Telephone Number
f) E-mail address
g) Fax number
h) Mobile number

5. Affidavit for not having any Criminal Case or Civil Case connected to any work.

_____
Signature of Authorised Person

_____
Name of the Authorised Person

Date:_____
Note: The documents shall be on the letterhead of the Consultant.

Technical Bid Form C – I

Appendix C

Qualifications of the Tenderer and Staff

1. Name:

2. Profession

3. Present Designation:

4. Years with Firm/Organization:

5. Nationality:

6. Area of Specialization:

7. Proposed Position on Team:

8. Key Qualifications:
(Under this heading give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.)

9. Education:
(Under this heading summarize college university and other specialized education of staff member giving names of schools, colleges etc. dates attended and degrees obtained.)

10. Experience:
(Under this heading List all positions held by staff member since graduation or any other education qualification, names of employing organization, title of positions held and location of assignments. For experience in last two years, also give types of activities performed and client references, where appropriate.)

11. Languages:
(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor')

The minimum education criteria is set below

Signature of Authorized Person
Note:

1. **The documents shall be On the letterhead of the Consultant**
1. **Separate Employee wise information shall be provided in different sheets.**
2. **Qualification criteria for the Consultant and his employees is set out below.**

Qualification criteria for the Consultant and his employees with Key Personnel Deployment Chart.

Position	No of staff	Years of experience	Specific Expertise
A: Project Manager	**1 No's**	**10**	Civil/ Mechanical, Tender processing, works execution, Quality Monitoring & Post-project evaluation
B: For Quality Monitoring			
i) Key Professional Staff			
a) Team Lead cum senior Engineer.	1 No's	8	Quality Monitoring of Civil / Mechanical Works
b) Quantity Surveyor	2 No's	5	Quality Monitoring of Civil / Mechanical Works
c) Site Engineer.	2 No's	3	Quality Monitoring of Civil / Mechanical Works
ii) Supporting Staff			
d) QC Asst.-	1 No's	3	Quality Monitoring of Civil / Mechanical Works
e) Computer Operator	1 No's	2	Microsoft Excel, word & PowerPoint presentation with good typing skills
f) Attender.	1 No's	1	Good Skill

Consultant shall provide the following key onsite personnel.

1. Team Leader/Head of the Project

Minimum of Bachelors or with Master in Civil/Electrical/ Engineering with minimum 10 years' experience in civil, Mechanical & electrical works. Team Leader shall be the Project Manager responsible for the overall performance and administration of the Consultants' Team at the Project Site. The Team Leader will also act as the Engineer's Representative and shall be overall in-charge for the Consultant's Supervision team

for the entire project. The following procedures should also be maintained.

1. **Site Inspection**
2. **Total Station survey**
3. **Regular supervision of works;**
4. **Evolve and Implement Quantity and Quality Control procedures;**
5. **Preparation of Bill of Quantities**
6. **Assist the Employer in the evaluation of Contractors' claims;**
7. **Strictly monitor the progress of work for timely completion of the project for unstarted works.**
8. **Prepare Project Completion Report;**
9. **Advising the Employer in all matter related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.**

2. Engineers (For all fields, i.e, Civil, Electrical, Mechanical)

Minimum of Diploma/ Bachelor degree in same filed, i.e. Civil/Electrical/Mechanical engineering and they shall have minimum 5 years experience in Civil/Electrical/Mechanical works. They shall perform duties and responsibilities as assigned by Team Leader.

Appendix C

Technical Bid Form C – 2

Work done Qualifications of the Consultant

Sl. No.	Name of the Institution	Particulars of the Work done	Estimate Amount	Period of Contract (Date of Completion)	Contract Amount Received

*** Consultant shall provide all necessary certificates for the above mention work, with the information about the success rate of the work so executed.**

**** The Consultancy Firm/Company should have successfully completed minimum of 3 DPR Package Works (Each Package Comprised of Minimum 15 Lakes or more) for cost not less than Rs.48.00 Crores in each package as Prime consultant in similar**

Lake Developmental Works in Past 3 years (i.e., from 2020-21 to 2023-24).

****Consultancy firm shall have satisfactorily carried out independently Project Management and Quality Auditing/ Third Party Inspection work of at least 4(Three) Tank Development Package Works (each Package Consisting of Minimum 3 Lakes) for a Project Cost Not Less Than 10.00 Crores in the last 3 Years. (i.e., from 2020-21 to 2023-24).**

****Consultancy firm shall have satisfactorily carried out independently Project Management and Quality Auditing/ Third Party Inspection work of at least 3(Three) Tank Development Works for a Project Cost Not Less Than 15.00 Crores in the last 3 Years. (i.e., from 2020-21 to 2023-24).**

***Note: If the Consultancy fails to satisfy the above specified criteria, the tender will not be considered for further evaluation*.**

Signature of Authorised Person

_____

Name of the Authorised Person

Date:_____

Note:
On the letterhead of the Consultant

Appendix C

Technical Bid Form C -3

Financial Capability

The Consultant shall have Annual Turnover for the last five completed financial years.

(Rs. Lakhs)

Year –1 2019-20	Year –2 2020-21	Year –3 2021-22	Year –4 2022-23	Year – 5 2023-24

The Consultant should provide the figures of Annual Turnover from its own audited financial statements. The Consultant should have an annual turnover of around Rs. 500.00 lakhs during any One year from past 3(three) years from its own audited financial statements & should not be less than 150.00 Lakhs from past 3 Years. The Consultant shall enclose copies of the statement of accounts duly certified by a Chartered Accountant, indicating the total turnover for the previous three financial periods. A statement indicating the net worth of the Consultant duly certified by a Chartered Accountant shall also be enclosed with the tender.

Instructions:

a. **The Financial year would be the same as the one normally followed by the bidder for its annual report.**
b. **The Applicant shall provide the audited annual financial statements as required under this tender document. The financial statement shall be duly supported by a certificate from the statutory auditor of the firm/company, which shall clearly indicate the membership number and contact details of the statutory Auditor.**

Signature and Name of Authorised Person

Date:

Appendix C

Technical Bid Form C – 4

Details of Laboratory of the Consultant

1. License No./Approval No. from Government:

2. Name of the Laboratory:

3. Proprietor Name:

4. Address of the Lab with location:

5. Area of Lab (Land Usage with Building Area):

1) Land Area in Mtrs:

2) Building Area in Mtrs:

6. Types of Test Conducted in the Laboratory with respect to Specialization:

7. Year of Constructions:

8. Key Qualifications:
(Under this heading, give a brief note of Tests conducted which are very specific or rarely available in other firm. Hi-Fi Techniques available with specialization area, mobile laboratories etcs. Also give any recommendation/honors made from any of the Governments)

9. Experience
(Under this heading, list some special test conducted for any firms.)

Note: Attach sufficient documentary proof against each qualification/ experience/approval sanctioned letter.

Signature of Authorized Person

Note : The Consultant should have an Own NABL Certified laboratory in their registered address along with ISO 9001:2015 Certification. Failing to satisfy this will not be considered for evaluation.

Appendix C

Technical Bid Form C – 5

Format for Anti-Collusion Certificate

Anti – Collusion Certificate

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I/We will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We hereby certify and conform that in the preparation and submission of our proposal, I/We have not acted in connect or in collusion with any other bidder or other persons(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this……Day of ……2025

…….
(Name of the Bidder)

……
(Signature of the Bidder/Authorized Person)

***On the letter head, in case the bidder is not an individual**
*** In case of an individual**

Appendix C

Technical bid Form C – 6

Pre – Tender Site Visit

(On the letterhead of the Consultant)

Date:
To:

The Deputy General Manager,
BSWML,
BANGALORE.

Sub: .....

.....

.....

.....

.....

.....

Ref: Your notification no: ..... dated .....

****

Dear Sir,

I/We confirm that, the undersigned has visited the area under the proposed contract and verified the site conditions. We confirm that the details are matching with the data provided by The Deputy General Manager,

I/We also hereby agree and undertake as under:

_____
Signature of Authorised Person

_____
Name of the Authorised Person

Date_____

Note:

On the letterhead of the Consultant

Note : The Bidder should visit site before quoting the tender and obtain the confirmation from concerned authorities and the same should be uploaded in the tender.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and
facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

The minimum technical score required to pass is : 75 Points

IV A. **FINANCIAL PROPOSAL SUBMISSION FORM**

BANGALORE,

Dated:

FROM:

_____

_____

_____

TO:

The Deputy General Manager,
BSWML,
BANGALORE.

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for **Providing Project Management Consultancy Services Including Quality Control (Third party)& Construction Supervision for Operation and Maintenance of existing scientific Landfill sites (Mittaganahalli, Kannuru) Rejuvenation and Water quality Improvements of Lakes, Scientific Closure of completed landfill sites in Mahadevapura Zone.**- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Sl no	Estimated work Amount in Rs	Description	Percentage allocated for PMC Excluding tax	Should quote in lumsum amount	
				Figures	Words
1	Upto 4800.00 Lakhs	Site Inspection, Arrange for LOA/Work order/Agreement. Supervision of work from starting to completion of the project, Quality monitoring and reporting and preparation of necessary bill of quantities	Should be quoted in percentages **(Excluding GST)**		
Photos, videos of each works of Quality and Quantity certification (before, during execution & after completion of work) should send to THE DEPUTY GENERAL MANAGER, BSWML, BANGALORE mail id mentioned below.					
Detailed photos during the visit should be attached & soft copy mailed to Mail id mentioned below . **Mail id :**					

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:
Name of the Consultant:
Address:

IV B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
I II III IV V VI VII VIII IX	Remuneration for Key professional staff Supporting Staff Transportation Duty Travel to Site Office Rent Office Supplies, Utilities and Communication Office Furniture and Equipment Reports and Document Printing Surveys	
	TOTAL COST	
	Consultancy GST	
	TOTAL COSTS (Including GST)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

IV C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
:				Total	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ( )	Amount ( )
1 2 3 4 5 6	**Office Furniture (Purchase)**				
1 2 3 4 5 6	**Office Equipment (Purchase)***				
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys (if any)*

1 • Prepare details as appropriate for the consultancy assignment

SECTION V. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

2 **1. BACKGROUND**

The Deputy General Manager, BSWML, Bangalore are taking up the Development of works funded by the BSWML. It is highly *necessary to maintain quality by executing these works as per specification. Hence it* is decided to call tenders from Leading, registered and reputed firms and institutes for monitoring and checking the quality of works regularly with suitable men and machineries depending upon the type of works

3 **2. A CONCISE STATEMENT OF OBJECTIVES**

BSWML is planning to maintain the quality of works executed by the Department with Third Party Agencies. It is utmost important to maintain the quality of all types of work very strictly

4 **3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT**

a) To obtain Site Inspection, Total station survey, estimate preparation, technical sanctions for prepared estimates, inspect the work of each and every item of work and testing all typical Quality Assurance Tests that are essentially required for these works as per the relevant clause of MORTH. including routine QA tests for materials used for the works. For this purpose, the Agency should establish an office and a Laboratory of its own or should have MOU with an accredited Lab.

The approximate number of works in the jurisdictions are

Sl no	Location of Work	Approximate Allocation Amount (in Lakhs)
1	**With in the BSWML Local Planning limits**	**Rs 4800.00 Lakhs**

b) To inspect the each work depending upon the quantum & necessity of work. This should not be less than as mentioned below.

The agency should be position an engineer at the site for constant monitoring of the work, as required by the Engineer-in-charge.

c) To ensure the quality and workmanship of all works as per specification of different items of works envisaged under each works.

4. SCHEDULE FOR COMPLETION OF TASKS

Sl.no	Particulars	Duration
1	Work supervision, Quality control and Project management, Billing process,	Till completion of the project
2	Final bill submittion and Built up Drawings	

5.DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

—

Facility to inspect the site of work will be provided (at his own mode of transportation) upon written request by the intending Consultants.

6.FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

- Documentation of progress and quality of each work, public auditing report should be submitted regularly in prescribed Performa & final report of each work including necessary as built-in drawings, test reports etc. after its completion.
- To give the reports of the works for quality as and when required by the client. Payment for contractors will be made based on the quality reports. Hence the agency should not make delay in submitting the reports.
- To correlate the scheme concept and the projects under implementation.
- Data on Roughness Index – before commencement & after completion of each work
- Data on Public Opinion(Reaction) – before commencement & after completion of each work
- Every fortnightly progress of the inspection report submit with documentation and PPT

7.COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

A Review Committee headed By The Deputy General Manager, BANGALORE- Urban Development Authority, BANGALORE.

8.PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

Fortnightly Progress will be reviewed by the BSWML Review Committee.

9.LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

Same as indicated in Clause 3.3 (iv) of Data Sheet

10.PAYMENT SHEDULE :

Consultancy fee will be paid at an agreed amount. Payment to the consultant shall be done in proportion to the Physical & financial progress achieved by the construction agency. No additional payment for consultancy job is permissible for extended period of contract and the lump sum fee quoted shall be final and inclusive of work during the extended period and services during defect liability period.

For the purpose of consultancy fee payment, the quoted lump sum amount shall be Exclusive of Goods and Services Tax which shall be paid at prevailing rate.
The Payment shall be made within 45 days of Receipt of the Invoice and
within 60 days in the case of the Final Payment.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____
[Name of Client]

and

_____
[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 202___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:
"……(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services
   _____
   Appendix B: Reporting Requirements _____
   Appendix C: Key Personnel and Sub-consultants

   Appendix D: Services and Facilities to be provided by the Client
   _____
   Appendix E: Breakdown of Contract Price
   _____
   Appendix F: Form of Guarantee for Advance Payments
   _____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.4 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

1

2 (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such

equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to

the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is _____].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

1 (a) in the case of personal delivery or registered mail, on delivery;

2 (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

3 (c) in the case of telegrams, 24 hours following confirmed transmission; and

4 (d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

1 All Notes should be deleted in the Final Text

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ..... days [Note: Fill in 30 days or any other appropriate]or such other time period as the parties may agree in writing]

[2.3 The period shall be _____[Note : Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) **Note**: Delete where not applicable.]

The other actions are _____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]

[6.2 The amount of Contract is Rs._____ .

[6.4 The account is :.....]

Payments shall be made according to the following schedule:

Note: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.

· Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.

· Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.
· Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.

· Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.

· Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.

· The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

Note : this sample clause should be specifically drafted for each contract.]

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5%[1] per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 **Selection of Arbitrators:**

DELETED.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")
(Scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20_____ at _____
WITNESS

_____ _____
(signature) (signature)

_____ _____
(Name) (Name)

_____ _____

(Official Address)

Designation (with Bank stamp)
Attorney as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India